### **DISCLOSURE DIVISION**

**▼ WAIVER REQUEST** 

DATE: 12/11/2020

□ANSWER

DOCKET #.

□ RECONSIDERATION REQUEST 

☑ UNTIMELY

DOCKET #:

Ashley Wimberley, Director Disclosure Division

#### FILER INFORMATION

Name: Mr. Jesse Cobb Stewart

Address: 2237 Arts Street, New Orleans, LA 70117

Office/Position: Choice Foundation Charter School Dates of Service: 2017-2020 (2020 Final Year)

Number of Disclosures and/or Amendments Filed with Agency: 3

#### REPORT INFORMATION

Name of Report: Tier 3 Annual Personal Financial Disclosure covering calendar year 2018

Report ID: PFD19009249 Original Due Date: 5/15/2019

NOD Received: 7/25/2019 - Signed by: Unable to Determine

PFD/Answer Due Date based on NOD:8/5/2019

PFD/Answer Filed: 8/7/2019

#### LATE FEE INFORMATION

Amount of Late Fee: \$100 Days late from receipt of NOD: 2 Total days late from initial due date: 84 Late Fee Order Received: 8/4/2020

Payment/Waiver Request Due Date: 8/24/2020

Waiver Request Received: 11/30/2020

#### COMMENTS:

Jesse Stewart is request a waiver for the late filing of his 2018 PFD. Mr. Stewart sincerely apologizes for the inconvenience caused by his untimely filing. Mr. Stewart stated he did not receive the Late Fee Notice until the week of November 16, 2020, as the notice was originally mailed to his prior address on North Roman Street in New Orleans, then forwarded to a temporary address in Oregon (his mother's), and subsequently forwarded by his mother to his current address on Arts Street in New Orleans. After speaking with the PFD Director on 11/30/2020, he was informed that he signatures on the Green Card was similar to his. Mr. Stewart stated that this could not be, nor could he understand how he or anyone in his household could have signed this certified late fee notice on 8/4/2020.

In February 2020, Mr. Stewart found a job in Portland, Oregon, resigned from the Choice Foundation Board of Trustees, sold his New Orleans home and relocated his family to the Pacific Northwest. Unfortunately, as they were getting settled, the COVID-19 Pandemic hit and his Portland plans did not work outs. He decided to return to New Orleans in July 2020. Mr. Stewart does not plan to re-join the Choice Foundation Board, which has changed its mission and no longer oversees charter schools in New Orleans. He again, apologized for the untimely filing, and regrets any inconvenience this has caused.

Mr. Stewart asks the Ethics Board to waive his \$100 late fee. This is his first late filing and first late fee.

#### OTHER LATE FEE INFORMATION

#### Disclosure Statements:

- Other Outstanding Statements: No
- Other Outstanding Late Fees: No
- Prior Late Fees: No
- Reassessed Late Fees: No

#### Campaign Finance:

- Outstanding Late Fees: No
  - Prior Late Fees: No

#### November 30, 2020

Louisiana Board of Ethics P.O. Box 4368 Baton Rouge, LA 70821

#### VIA PDF UPLOAD

Re: Request for Waiver of Late Fee Assessment - Report: PFD19009249

Dear Board of Ethics:

I write to request a waiver of the \$100 late fee assessed against me by Order dated July 30, 2020. As stated in the July 30 Order, the late fee was assessed because I failed to timely file my Tier 3 Annual Personal Financial Disclosure (PFD) Statement for calendar year 2018. I filed my 2018 PFD two days late, on August 7, 2019.

I sincerely apologize for the inconvenience caused by my untimely filing. In support of my request for waiver, I did not receive notice of the late fee until the week of November 16, 2020. Attached here are pictures of the notice as I received it. It appears the notice was originally mailed to my prior address (1468 North Roman Street, New Orleans, Louisiana, 70170), forwarded to a temporary address in Oregon (my mother's), and subsequently forwarded to me again (by my mother) at my current address. Based on my phone conversation of November 30, 2020 with Director Ashley Wimberley, I understand that a signed certified mail receipt corresponding to this notice was returned to the Board of Ethics. I cannot explain this, as I did not sign the receipt, nor did anyone else from my household.

In further support of my request for waiver, I am no longer a member of the Choice Foundation Board of Trustees. I resigned my position in February 2020, when we sold our home at 1468 North Roman Street and moved to the Pacific Northwest (where I grew up) in order to raise our daughter closer to family. I found a new job in Portland, Oregon, and we leased a home with plans to stay long-term. Unfortunately, just as we were getting settled, the COVID-19 pandemic struck and upended our plans. Things did not work out in Portland, and we ultimately decided to return to New Orleans in July 2020. Attached here are copies of my Choice Foundation resignation letter; the bill of laden from our move; and our lease in Portland.

Even though we have returned to New Orleans, I do not have plans to re-join the Choice Foundation Board, which has changed its mission and no longer oversees charter schools in New Orleans.

Again, I apologize for the untimely filing, and regret any inconvenience that I have caused. Based on the evident confusion regarding the mailing and my address, and present circumstances beyond my control caused by the pandemic, I humbly request a waiver of the \$100 late fee.

Please contact me if you have any additional questions regarding this matter.

Sincerely,

Jesse Stewart (504) 508-1729

2237 Arts Street

New Orleans, LA 70117

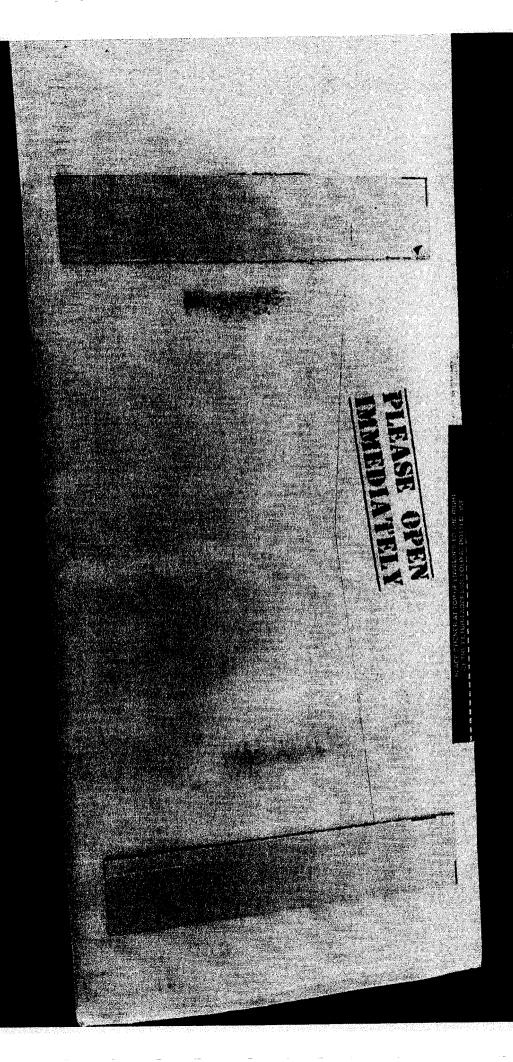
CERTIFIED WAIL

LOUISIANA BOARD OF ETHICS I'''I'I
P. O. Box 4368
Baton Rouge, LA 70821

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Z# 70802 \$ 006.90<sup>0</sup> 02.47 0000372598 JUL 30 2020

Rodum te Seder Irens Addies



## February 17, 2020

James Swanson, President **Choice Foundation** 9330 Forshey Street New Orleans, LA 70118

Dear Jim,

Please accept my resignation from the Choice Foundation Board of Trustees. I am resigning because I have moved to the Pacific Northwest to be closer to home and family.

It has been an honor and a pleasure to serve as a Board member for the last three years and I am very proud of the work we have done for our staff, students, and families. I wish you and the Choice Foundation all the best in the 2019-2020 year and beyond.

Sincerely,

**lesse Stewart** 

James Fulton, CEO Cc:

Dear Jesse Stewart,

Thank you for signing the document. Here is the information you submitted:

I hereby confirm my signature on the following document. By clicking confirm you are accepting all terms and conditions outlined in the policy remarks below on the binding moving estimate, including the cancellation policy. should you elect to cancel, written notification must be sent to info@usstandardmoving.com no later than 72 hours of electronically signing the US Standard Moving & Storage agreement. Cancellation requests received within 72 hours of electronic signature will receive a full refund, minus 10% for incurred merchant fees. Cancellation requests received after the 72 hour grace period are non-refundable, however; the deposit may be applied to a future move with US Standard Moving & Storage within 24 months (2 years) from the date of the original signed agreement. If your first available pickup date is within five (5) business days of electronically signing the US Standard Moving & Storage agreement, your deposit is non-refundable. The 72-hour policy does not apply to any moves reserved within 5 business days of the pick up

☑ I Accept

Name: Jesse Stewart

Email: jcstewart17@gmail.com Date: 01/16/2020 02:55:05 PM IP Address: 209.163.164.226

Thank you for choosing US Standard Moving & Storage Corp.

**Printer Friendly** 



Have Questions or Concerns About This Estimate? Call Us: 888-900-0372

## **Binding Moving Estimate**

Reference No: M2886905

US Standard Moving & Storage Corp

333 SE 2nd Ave STE 2000

Miami, FL 33131

US DOT: 3307068 MC: 1049836

Customer Rep: Andre Stevens

Phone:

561-708-0507

Email:

andre@usstandardmoving.com

Web:

http://www.usstandardmoving.com

## **Moving From**

#### **Moving To**

Jesse Stewart

1468 North Roman Street New Orleans, LA 70116 Phone: 504-508-1729

Jesse Stewart 908 Tieton Drive Yakima, WA 98902

jcstewart17@gmail.com

#### **Relocation Details**

### **Relocation Estimate**

			\$9135.00
	M2886905	Total Tariff	والمراوات والمعاودين أرجعها والمستجمع والمستجمع المراجع المراجع
The state of the s		Tariff Discount: 70.56%	-\$6445.74
Estimate Date:	01/16/2020	Basic Estimate Price	\$2689.26
Move Type:	Long Distance, 2593 miles	Fuel Surcharge: 7.00 %	\$188.25
Residential Estimated 674 of (4718 lbs)	Binding Estimate Fee	\$1800.00	
Estimated 674 cf. (4718 lbs) Volume:		Managers Discount	- \$377.51
Estimated Rate:	\$3.99 per cf	Basic Valuation Protection:	
Move Day:	Monday/Tuesday	\$0.60 per lbs. per article	\$0.00
Move Date: 01/20/2020- 01/21/2020		Total Moving Estimate	\$4300.00
		Customer Payment:	\$1700.00
Created on:	12/24/2019		

## Full Value Protection Amount of Liability: \$28,308.00 (Optional)

						·
	\$0	\$250	\$500	\$750	\$1000	\$1500
Deductible Levels:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Valuation Charge: Total Estimate Plus	\$4300.00	\$4300.00	\$4300.00	\$4300.00	\$4300.00	\$4300.00
Valuation Charge:	\$4300.00				_	x
Customer's Initials:	x	<u> </u>	X	there are 2	different stan	dards for the

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the Uploaded on 11/30/2020 1:28 PM company's liability based on the types of rates you pay. BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for FAR LESS than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "Your Rights and Responsibilities When You Move", and Ready to Move Brochure provided by the moving company, and seek further information at the government website www.protectyourmove.gov

## **Understanding Your Estimate**

#### ProtectYourMove.gov

This is an agreement between the customer listed above and US Standard Moving & Storage, based on the information provided by the customer. US Standard Moving & Storage, put this agreement together based on the list of items provided by the customer and services requested at the time this estimate was prepared. Your price may change based on the agreed-upon rate per pound and/or cubic feet if you add any additional items and or should your move require any additional services.

## This estimate includes the following:

- Professional Door-to-Door service.
- Expert advice and guidance throughout the course of your move.
- Disassembly of all standard furniture required for safe movement at the origin.
- Reassembly for all items disassembled by the movers on the day of pick-up at destination.
- Wrapping of all furniture with quilted moving blankets.
- Itemized inventory indicating condition at origin of items.
- Loading & unloading of all goods.
- All transportation, taxes, tolls, mileage, and fuel surcharges.
- Standard cargo protection up to \$10,000 based on 0.60 cents per lb. per article; if selected at the time the estimate is prepared, estimated cost of the full value protection option at varying deductible levels (these are only estimates and the actual cost is determined by your selection on the carriers bill of lading according to carriers tariff).
- No elevator charges.
- No charge for packing tape and moving pads.
- No date change penalties for requests that are made 5 business days prior to the first available pickup date.

## Additional fees and Accessorial Services (if applicable to the move):

- If not included within the agreement, professional packing services are not included. However, it is at the discretion of the mover at the time of pickup to determine if items will require professional packing services. In these instances, additional charges will be applied. These items include but are not limited to the following: televisions, mirrors, glass tabletops, wall art, contents within dresser drawers, etc.
- Packing supplies, such as bubble wrap, shrink wrap, boxes, etc. are not included
- Items being transported that are non-stackable, are considered Bulky items. A Bulky item charge will apply for those non-stackable items, as deemed by the mover at the time of pickup.
- If there is more than one flight of stairs at your origin and (or) destination which require the movers to transport items beyond the first flight, there will be a charge of \$75 per additional flight. There will be no charge for the first flight of stairs at either the origin or destination.
- Most movers within the US Standard Moving & Storage network perform the pickup and delivery using a tractor trailer (18 wheeler). Drivers must have the ability to park within 75 feet at both the origin and destination points to avoid long carry charges. Depending on the size of the job, long carry charges start at \$150.00. If the tractor trailer cannot park within a reasonable distance, shuttle services may be required. Shuttle services begin at \$300.00.

#### **TERMS AND CONDITIONS:**

- 1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN US STANDARD MOVING & STORAGE, (HERE AFTER US Standard Moving & Storage Corp) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY AND BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING, SIGNED BY BOTH US STANDARD MOVING & STORAGE AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.
- 2. CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF US STANDARD MOVING & STORAGE.
- 3. NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.
- 4. CUSTOMER HAS HIRED US STANDARD MOVING & STORAGE AS A MOVING COORDINATOR/SHIPPER AGENT/BROKER AND NOT TO HANDLE OR OTHERWISE PARTICIPATE IN A MOVE AS A CARRIER IN ACTING AS A SHIPPER AGENT ONLY, US STANDARD MOVING & STORAGE IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CARRIER OR ITS EMPLOYEES OR AGENTS. CUSTOMER MUST PURSUE THE CARRIER FOR ALL CLAIMS FOR PROPERTY DAMAGE AND PERSONAL INJURY OR DEATH, INCLUDING WITHOUT LIMITATION, ANY CLAIMS FOR DAMAGE TO PROPERTY, LOST OR STOLEN GOODS, DELAYED PICKUP OR DELIVERY, ACTIONS OF ESTIMATORS, DRIVERS, PACKERS OR MOVERS, OR OTHER TYPES OF CLAIMS. US STANDARD MOVING & STORAGE WILL ACT ON BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THE CARRIER MAXIMUM LIABILITY IS LIMITED TO THE LESSER OF THE FOLLOWING: (A) THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE, (B) AN AMOUNT EQUAL TO SIXTY CENTS (60 CENTS) PER POUND MULTIPLIED BY THE ACTUAL WEIGHT (IN POUNDS) OF THE LOST OR DAMAGED ARTICLE; OR (C) THE LUMP SUM DECLARED VALUE.
- 5. AS A PROPERLY LICENSED INTERSTATE MOVING COORDINATOR/SHIPPER AGENT/BROKER, US STANDARD MOVING & STORAGE IS NOT A MOTOR CARRIER AND WILL NOT TRANSPORT AN INDIVIDUAL CUSTOMER/SHIPPER HOUSEHOLD GOODS BUT WILL COORDINATE AND ARRANGE FOR THE TRANSPORTATION OF HOUSEHOLD GOODS BY ANY FMCSA AUTHORIZED MOTOR CARRIER, WHO CHARGES WILL BE DETERMINED BY ITS PUBLISHED TARIFF. ALL ESTIMATED CHARGES AND FINAL ACTUAL CHARGES WILL BE BASED UPON THE CARRIER TARIFF WHICH IS AVAILABLE FOR INSPECTION FROM THE CARRIER UPON REASONABLE REQUEST.
- 6. CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER LAWFUL LIEN ON THE PROPERTY.
- 7. AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY US STANDARD MOVING & STORAGE. I UNDERSTAND AND AGREE THAT MY DEPOSIT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY DEPOSIT/FEE IS NON REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES. ALL REQUESTS TO CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY DEPOSIT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 24 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL DEPOSITS WILL SHOW ON YOUR BILLING CYCLE UNDER US STANDARD MOVING & STORAGE. BY

- SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DO A CHARGE BACK TO ANY CREDIT CARD PAYMENTS.
- 8. SHOULD YOU ELECT TO CANCEL YOUR MOVE WITH US STANDARD MOVING & STORAGE, WRITTEN NOTIFICATION MUST BE SENT TO <u>INFO@USSTANDARDMOVING.COM</u>INFO@USSTANDARDMOVING.COM. WRITTEN NOTIFICATION MUST BE RECEIVED NO LATER THAN 72 HOURS AFTER SIGNING THE US STANDARD MOVING & STORAGE AGREEMENT. CANCELLATION REQUESTS RECEIVED WITHIN 72 HOURS OF SIGNING THE AGREEMENT WITH US STANDARD MOVING & STORAGE WILL RECEIVE A FULL REFUND, MINUS 10% DUE TO INCURRED MERCHANT FEES. CANCELLATION REQUESTS RECEIVED AFTER THE 72 HOUR GRACE PERIOD ARE NON-REFUNDABLE, HOWEVER; THE DEPOSIT MAY BE APPLIED TO A FUTURE MOVE WITH US STANDARD MOVING & STORAGE WITHIN 24 MONTHS (2 YEARS) FROM THE DATE OF THE ORIGINAL SIGNED AGREEMENT. IF YOUR FIRST AVAILABLE PICKUP DATE IS WITHIN FIVE (5) BUSINESS DAYS OF ELECTRONICALLY SIGNING THE US STANDARD MOVING & STORAGE AGREEMENT, YOUR DEPOSIT IS NON-REFUNDABLE.
- 9. CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER THAT CUSTOMER PROVIDES US STANDARD MOVING & STORAGE WITH AN ACCURATE DESCRIPTION OF THE ITEMS TO BE MOVED AND THE SERVICES TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, WEIGHT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, THE CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT US STANDARD MOVING & STORAGE HAS A 2000 LBS MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000 LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHTS OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA.
- 10. ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.
- 11. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS US STANDARD MOVING & STORAGE, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.
- 12. IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OR RECORD OF THE STATE OF FLORIDA IN PALM BEACH COUNTY OR THE COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF FLORIDA IN PALM BEACH FLORIDA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN FLORIDA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.
- 13. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, US STANDARD MOVING & STORAGE LLC SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND

- REASONABLE ATTORNEY FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT US STANDARD MOVING & STORAGE GROUP PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, US STANDARD MOVING & STORAGE MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.
- 14. ALL PICKUP, LOAD AND/OR DELIVERY DATES ARE ONLY ESTIMATES. US STANDARD MOVING & STORAGE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGES INCURRED BY UNAVOIDABLE DELAY. US STANDARD MOVING & STORAGE WILL ACT ON THE BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THERE ARE ABSOLUTELY NO GUARANTEES MADE, EXPRESSED OR IMPLIED REGARDING PACK, LOAD, AND/OR DELIVERY DATES.
- 15. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS AS TO THE MERIT OF EACH SIDE'S CASE. ARBITRATION SUBJECT TO THIS AGREEMENT SHALL BE CONDUCTED VIA WRITTEN SUBMISSION AND, SUBJECT TO THE ARBITRATOR DISCRETION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATORS DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATORS DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATE ED WITH ARBITRATION. A BENEFIT TO THE ARBITRATION ALTERNATIVE MAY BE THAT IT IS LESS EXPENSIVE THAN TRADITIONAL LITIGATION. EACH PARTY IS RESPONSIBLE FOR 50% OF THE COST ASSOCIATED WITH SECURING THE ARBITRATOR AND 100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.
  - 16. UPON BOOKING, UP TO 30% DEPOSIT FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER) OR BANK WIRE AND OR DIRECT DEPOSIT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY COLLECT UP TO 70%. PAYMENT WILL BE DUE IN THE FORM OF CASH, CERTIFIED CHECK, OR CASHIER'S CHECK POSTAL MONEY ORDER. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POSTAL MONEY ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY AND PRIOR TO
  - 17. THE CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING A CARRIER DESIGNATED BY US Standard Moving & Storage CORP TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.
  - 18. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HERE UNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF US Uploaded on 11/30/2020 1:28 PM

- STANDARD MOVING & STORAGE OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO US STANDARD MOVING & STORAGE TO ENTER INTO THIS AGREEMENT.
- 19. US STANDARD MOVING & STORAGE, REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECTLY WITH US STANDARD MOVING & STORAGE, PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO US STANDARD MOVING & STORAGE, AT INFO@USSTANDARDMOVING.COM. THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THAT THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY US STANDARD MOVING & STORAGE, FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH THEIR ISSUING CARD PROVIDER.
- 20. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE ON THE DAY OF PICK UP. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY US STANDARD MOVING & STORAGE, IN WRITING TO INFO@USSTANDARDMOVING,COM.
- 21. US STANDARD MOVING & STORAGE, WILL NOT BE REQUIRED AT ANY TIME TO PROVIDE PROOF OF SERVICE DENIAL. THIS WILL BE THE CUSTOMER RESPONSIBILITY. AS THE CUSTOMER, I AGREE TO THE APPLICABLE TERMS AND CONDITIONS RELATING TO PICK UP AND DELIVERY DATES DETAILED IN SECTION 14. I AGREE THAT US STANDARD MOVING & STORAGE CORP, DOES NOT HAVE THE ABILITY TO OBTAIN SIGNED DOCUMENTATION VERIFYING A SERVICE REFUSAL. AS THE CUSTOMER, I AGREE THAT US STANDARD MOVING & STORAGE, WILL NOT BE REQUIRED TO PROVIDE PROOF OF SERVICE IN THE CASE OF A SERVICE DENIAL OR REFUSAL OF SERVICE. US STANDARD MOVING & STORAGE, RESERVES THE RIGHT TO RETAIN THE DEPOSIT OF THE CUSTOMER WHO VERBALLY REFUSES OR DENIES SERVICE WITHOUT WRITTEN DOCUMENTATION.
- 22. AS THE CUSTOMER I AGREE TO ADDRESS MY CONCERNS PROFESSIONALLY WITH MY MOVING COORDINATOR, US STANDARD MOVING & STORAGE, DIRECTLY. I AGREE THAT I WILL NOT EXPRESS MY CONCERNS OR EXPERIENCES WITH US STANDARD MOVING & STORAGE, IN A MANNER THAT MANY DAMAGE THE COMPANY UPSTANDING NAME AND REPUTATION IN A PUBLIC FORUM. ANY DEFAMATION, VILIFICATION, OR TRADUCEMENT MADE WILL RESULT IN AN IMMEDIATE FORFEITURE OF MY DEPOSIT AND MY IMMEDIATE DENOUNCEMENT OF ANY CLAIMS MADE AGAINST US STANDARD MOVING & STORAGE, I UNDERSTAND THAT I MAY EXPRESS MY OPINION AND EXPERIENCES PUBLICLY ONLY AFTER I HAVE GIVEN US STANDARD MOVING & STORAGE, SUFFICIENT TIME TO ADDRESS MY CONCERNS, AND THE TERMS AND CONDITIONS OF THE CONTRACT ARE NOT UPHELD. ANY FALSE CLAIMS OR MISCONSTRUED FACTS I OFFER TO THE PUBLIC WHILE REQUESTING REFUND OR CLAIMS WILL FORFEIT THOSE CLAIMS IF I PUBLICLY ADDRESS THESE ISSUES WHILE CLAIMS OR REFUNDS ARE STILL BEING CONTESTED OR REVIEWED.
- 23. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; US STANDARD MOVING & STORAGE, HAS PROVIDED A DATED COPY OF THE ESTIMATE AND CHARGES AT THE TIME I SIGNED THE AGREEMENT. US STANDARD MOVING & STORAGE, HAS PROVIDED ME WITH NOTIFICATION OF THE METHODS OF PAYMENT REQUIRED TO PAY THE MOTOR CARRIER FOR BALANCES DUE. ALL COSTS AND CHARGES ARE CLEARLY INDICATED ON THIS ESTIMATE, AND THE CHARGES REPRESENTED ON THIS ESTIMATED ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON THIS ESTIMATE. US STANDARD MOVING & STORAGE, SALES REPRESENTATIVE VERBALLY CONFIRMED THEIR ROLE AS A MOVING BROKER/COORDINATOR TO ME OVER THE PHONE PRIOR TO PLACING THIS RESERVATION. IN CANCELING THIS RESERVATION, I WILL NOT BE ENTITLED TO A REFUND OF MY DEPOSIT UNLESS MANAGEMENT APPROVES OTHERWISE. IN TURNING DOWN OR DENYING SERVICE I WILL NOT BE ENTITLED TO A REFUND OF MY DEPOSIT UNLESS MANAGEMENT APPROVES OTHERWISE.

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# Residential Lease-Oregon

BY THIS AGREEMENT made and entered into on February 5, 2020, between Cleveland Duplex LLC, herein referred to as Lessor, and Jesse Stewart, herein referred to as Lessoe. Lessor leases to Lessee the premises situated at 5911 N. Michigan St, Unit A, in the City of Portland, County of Multnomah, State of Oregon, 97217 ("Premises"), together with all appurtenances, for a 12-month term tenancy commencing on February 6, 2020, and ending on January 31, 2021 at 12:00pm, for a monthly rental of One Thousand Nine Hundred Ninety Five Dollars (\$1975 monthly rent plus \$20 monthly pet rent), payable monthly on the first day of each and every month, on the following TERMS AND CONDITIONS:

- 1. **Delivery of Possession**. Lessor shall deliver possession of the demised Premises to Lessee on the date hereinabove mentioned as the date on which this lease has commenced.
- 2. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of One Thousand Nine Hundred Ninety Five Dollars (\$1995) per month on the 1st day of each calendar month (rent for the first month shall be prorated as Lessee will occupy the Premises beginning February 6, 2020). Beginning March 1, 2020, Lessee shall pay rent in the sum of \$1995, continuing each month thereafter until the expiration of the lease. Lessee shall make rent payments payable in person or by First Class Mail delivered to 134 NE Summer St, City of Portland, State of Oregon, 97211, or via Venmo payment directed to @rondakelly.
- 3. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check made out to Cleveland Duplex LLC, or one Venmo payment directed to @rondakelly.
- 4. Late Payments. For any rent payment not paid by the fourth day of the monthly rental period for which rent is payable, Lessee shall pay a late fee, charged once per rental period, in the amount of Seventy Five Dollars (\$75).
- 5. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Thirty Five Dollars (\$35) plus any amount that a bank has charged the Lessor for processing the dishonored check. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check for payment of rent.
- 6. Security Deposit. On execution of this lease, a security deposit in the amount of Fifteen Hundred Dollars (\$1500) will be held and will serve as security for the falthful performance by Lessee of the terms hereof. This deposit is held against possible damage to Lessor's property and is not used for a final rent payment for use of the listed Premises.
- 7. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised Premises for the agreed term.
- 8. Use of Premises. The demised Premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the demised Premises nor any part thereof shall be used at any time during the term of this lease by Lessee for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises, and the sidewalks connected thereto, during the term of this lease. Lessee shall keep all areas of the demised Premises in a clean, sanitary condition and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin and shall dispose from the demised Premises all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. Lessee shall keep all plumbing fixtures in the demised premises or used by Lessee as clean as their condition permits; use in a

Pana 1 of 5

reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and; test at least once every six (6) months and replace batteries as needed in any smoke alarm or smoke detector provided by Lessor and notify Lessor in writing of any operating deficiencies in accordance with law. Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the demised Premises or knowlngly permit any person to do so. Lessee shall behave, and require other persons on the demised Premises with the consent of Lessee to behave in a manner that will not disturb the peaceful enjoyment of the demised Premises by neighbors.

- Occupants. Lessee agrees that the demised Premises shall not be occupied by anyone other than the Lessee named in this Agreement, Elisabeth Stewart, and Dylan Stewart without the written consent of Lessor.
- Condition of Premises. Lessee has examined the demised Premises, including the grounds and all buildings and improvements, and stipulates that they are, at the time of this lease, in good order, repair, and in safe, clean, and tenantable condition.
- Keys. Lessee shall be given two sets of key to the demised Premises. If all keys are not returned to Lessor following the termination of this lease, Lessee shall be charged the cost to replace a key lost by the tenant.
- Locks. Lessee agrees not to change locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
- Lockout. If Lessee becomes locked out of the demised Premises after management's regular stated business hours (Mon-Fri 9am-5pm), Lessee shall be required to secure a private locksmith to regain entry at Lessee's sole expense.
- Parking. Lessee agrees that parking is strictly self-park (on-street) and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow and/or ice removal is the responsibility of the car owner.
- Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the demised Premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.
- Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised Premises or construct any building or make other improvements on the demised Premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised Premises by Lessee, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the demised Premises at the expiration or earlier termination of this lease.
- Damage to Premises. If the demised Premises, or any part thereof, is partially damaged by fire or other casualty not due to Lessee's negligence or willful act, or that of family, agent, or visitor, the Premises shall be promptly repaired by Lessor, at the Lessor's expense, and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased Premises may have been uninhabitable.
- Dangerous Materials. Lessee shall not keep or have on the demised Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

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- 19. Utilities. Lessee shall be responsible for paying the following utility services required on the leased Premises: electric, gas, cable/wifi, and the Lessee's quarterly water bill. If aforementioned utilities are not paid by the due date, Lessor reserves the right, but not the obligation, to terminate the lease agreement and/or use funds from Lessees security deposit to temporarily cover the cost of said bills. The water bill (billed quarterly) will remain in the Lessors name and will be presented to Lessee in writing for the water bill within 30 days after receipt of the provider's bill.
- 20. Maintenance and Repair. Lessee shall, at Lessee's sole expense, keep and maintain the leased Premises and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house, or on or about the demised Premises, in good order and repair (including kitchen and bath drains); keep the utility bills in order and paid by their respective due dates; and keep the walks free from dirt and debris. Maintenance and repair of the demised Premises, not due to Lessee's misuse, waste, or neglect or that of Lessee's family, agent, or visitor, shall be the responsibility of Lessor. Lessee agrees to promptly notify Lessor in writing of any needed or requested repairs. Lessee agrees that no signs shall be placed, or painting done on or about the demised Premises by Lessees or at Lessee's direction without the prior written consent of Lessor.
- 21. Painting. Lessor reserves the right to determine when the demised Premises shall be painted, unless there is any law to the contrary.
- 22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee agrees to obtain renter's insurance to cover damage or loss of personal possessions, as well as losses resulting from Lessee's negligence.
- 23. Pets. Pets shall not be allowed without the prior written consent of Lessor. At the time of signing this lease, Lessee shall pay to Lessor a deposit of Two Hundred Dollars (\$200) per pet to be held and disbursed for pet damages to the demised Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any lessee who wishes to keep a pet in the demised Premises must sign a pet agreement addendum.
- 24. Right of Inspection. Lessor or Lessor's agent may enter into the Premises or any portion of the Premises in order to inspect the demised Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the demised Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. In case of an emergency, Lessor or Lessor's agent may enter the demised Premises or any portion of the Premises at any time without Lessee's consent or notice to Lessee. In all other cases, the Lessor shall give the Lessee at least 24 hours' actual notice of the Lessor's intent to enter. The Lessor, or the Lessor's agent, shall enter only at reasonable times.
- 25. Display of Signs. Lessor shall have the privilege of displaying the usual "For Sale," sign when Lessor lists the demised Premises for sale. Lessor shall give Lessee 24 hours notice to show the demised Premises to prospective purchasers. Lessee may give Lessor verbal or written consent to show property at any reasonable time.
- 26. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessees, attached to this lease and incorporated into It. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least Two (2) weeks.
- 27. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

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- Notice of Intent to Vacate. Lessee agrees to provide at least 30 days' written notice to Lessor of 28. Lessee's intent to vacate at the end of the lease term.
- Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the demised Premises hereby demised in as good state and condition as they were at the commencement of this lease.
- Abandonment. Upon any failure of Lessee to occupy the Premises for the full term of the 12-month tenancy, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475. Lessor may charge Lessee either: (A) all of the following: (i) all rent, unpaid fees and other non-rent charges accrued prior to the date the Lessor knew or reasonably should have known of the abandonment or relinquishment of the Premises; (ii) all damages relating to the condition of the Premises; (iii) interest on the above amounts at the statutory rate from the date each was due; and (iv) all other amounts are due at the times specified in this Agreement. Any personal property belonging to the Lessee remaining on the Premises shall be disposed of pursuant to ORS 90.425.
- Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
- Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Oregon. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.
- Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessee must also receive a federally approved pamphlet on lead poisoning prevention."
- Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- Entire Agreement. Lessee has read this lease. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties.

36. Other Terms:	
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2. Lessee agrees to receive communication in the to	orm of email to rondamkelly@gmail.com and/or text to 503-780-3704
(in addition to paper communication) as a valid and	official form of communication between lessee and lessor.

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WITNESS WHEREOF, the parties ha	C			
Lessor:	Ouplex LLC; rondamkell	y@gmail.co	m; 503-780-3704	
Lessee: /s Jesse C. Stewart Email: jcstewart17@gmail.com		Phone:	504-508-1729	
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	/s Elisabeth G. Stewart lissiegladding@gmail.com	Phone:	504-722-9349
Lillall.	nssiegladding(e)gmen.	:	
Lessee: Email:		Phone:	

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.



#### STATE OF LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE

### LOUISIANA BOARD OF ETHICS

P. O. BOX 4368 BATON ROUGE, LA 70821 (225) 219-5600 FAX: (225) 381-7271 1-800-842-6630 www.ethics.la.gov

July 8, 2019

CERTIFIED MAIL

NO. 70180360000076255790

RETURN RECEIPT REQUESTED

Jesse Stewart 1817 Coliseum Street New Orleans, LA 70170

RE: NOTICE OF DELINQUENCY - FAILURE TO FILE Statement covering 2018

Dear Mr. Stewart:

Pursuant to La. R.S. 42:1124.4, if a person fails to file a Personal Financial Disclosure Statement as required by 42:1124, 1124.2, 1124.2.1, or 1124.3; omits information; or files inaccurately, a Notice of Delinquency shall be issued. A review of our records indicates that we have not received your Personal Financial Disclosure Statement.

You have 7 business days from the date of receipt of this Notice to file your Tier 3 Personal Financial Disclosure Statement covering 2018, or to submit an Answer explaining why you feel you are not required to file a Personal Financial Disclosure Statement. Failure to file a Personal Financial Disclosure Statement or an Answer within the 7 business days will subject you to an automatic late fee of \$50 per day up to a maximum of \$1,500. Proof of timely filing is determined by the U.S. Postal Service postmark; receipt from the U.S. Postal Service; or receipt from a commercial delivery service.

The form for the Tier 3 Personal Financial Disclosure Statement (Form 418a) is available on the Louisiana Board of Ethics website at www.ethics.la.gov. If you have any questions, you may contact me at 225/219-5600 or 800/842-6630.

Sincerely,

Blair Perkins

Compliance Officer

him Perkins

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## STATE OF LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE

#### LOUISIANA BOARD OF ETHICS

P. O. BOX 4368 BATON ROUGE, LA 70821 (225) 219-5600 FAX: (225) 381-7271 1-800-842-6630 www.ethics.la.gov

CERTIFIED MAIL

NO. 70191120000215725535

RETURN RECEIPT REQUESTED

July 30, 2020

Jesse Stewart 1468 N Roman Street New Orleans, LA 70170

RE: Tier 3 Annual Personal Financial Disclosure Statement for calendar year 2018

Choice Foundation Charter School

Late Fee Assessment - Report: PFD19009249

Dear Mr. Stewart:

Enclosed is an assessment of a late fee pursuant to La. R.S. 42:1124.4. Please submit a check or money order in the amount of \$100 payable to the *Louisiana State Treasurer*, Post Office Box 4368, Baton Rouge, Louisiana 70821.

You have 20 days from the receipt of this letter to submit payment or dispute this assessment. To dispute the assessment, you may elect to:

- Request a waiver to the Board of Ethics
  If you choose to request a waiver of the late fee, your request should include specific details, along with supporting documentation, as to why, in your opinion, you have good cause for not timely filing the report and why the late fee should be reduced, suspended, or waived. The request should be submitted to the attention of:

  Louisiana Board of Ethics, Post Office Box 4368, Baton Rouge, Louisiana 70821. You may also fax the request to 225/381-7271. Also, if you would like to appear before the Board of Ethics in connection with your request, you should state that in your request. If you request an appearance, you will be notified of the place and time prior to the meeting.
- **Appeal the assessment** directly to the *Ethics Adjudicatory Board*If you choose to appeal the assessment of the late fee, the proceedings will go before a three judge panel of administrative law judges. The panel will determine if you were required to file the disclosure statement and whether the disclosure statement was filed late. Mitigating factors are not considered. The Ethics Adjudicatory Board does not have the authority to reduce, suspend, or waive a late fee assessment. If you choose to appeal the assessment, you should submit your request to the attention of: *Executive Secretary*, Ethics Administration, Post Office Box 4368, Baton Rouge, Louisiana 70821. You may also fax the request to 225/381-7271.

If you do not pay, dispute, or appeal the assessment of the late fee, the matter will be forwarded to the Attorney General's Office to pursue collection. If the matter is forwarded to the Attorney General's Office for collection, you may be responsible for all additional costs incurred. Additionally, late fees not paid by the due date will be posted on the agency website.

You should be aware that unpaid fines, fees, or penalties may have an adverse effect on your ability to run for public office, as the *Board of Ethics* will object to your candidacy in future elections pursuant to La. R.S. 18:491 and 18:492.

If you have any questions, you may contact Ashley Wimberley, Director at 225/219-5600 or 1-800-842 -6630.

Sincerely,

Donna Bourgeois

Administrative Coordinator

Donna Bourgeois

## STATE OF LOUISIANA BOARD OF ETHICS

In Re: Tier 3 Annual Personal Financial Disclosure Statement 2018

**Choice Foundation Charter School** 

Late Fee Assessment - Report: PFD19009249

#### **ORDER**

JESSE STEWART was required to file a Tier 3 Annual Personal Financial Disclosure Statement for calendar year 2018 pursuant to La. R.S. 42:1124 et seq.

On July 25, 2019, JESSE STEWART received a Notice of Delinquency for failing to file the disclosure statement. The notice required that the disclosure statement be filed by August 5, 2019 (pursuant to La. R.S. 42:1124.4). JESSE STEWART filed the Tier 3 Annual Personal Financial Disclosure Statement for calendar year 2018 on August 7, 2019 and was 2 days late.

La. R.S. 42:1124.4 authorizes the assessment of a \$50 late fee per day (not to exceed \$1,500) against JESSE STEWART for this late filing.

Accordingly, **IT IS ORDERED** that a late fee of \$100 be assessed against JESSE STEWART for failing to timely file the Tier 3 Annual Personal Financial Disclosure Statement for calendar year 2018.

ORDER signed on the 30th day of July 2020 at Baton Rouge, Louisiana.

Ashley Wimberley, Director Disclosure Division

CERTIFIED MAIL/RETURN RECEIPT: 70191120000215725535

#### SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.
- 1. Article Addressed to

Jesse Stewart 1468 N. Roman Street New Orleans, LA 70170



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PS Form 3811, July 2015 PSN 7530-02-000-9053

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☐ Adult Signature Restricted Delivery	Delivery
Certified Mail®  Certified Mail Restricted Delivery	
	Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation
☐ Collect on Delivery Restricted Delivery	Signature Committation

stered Mail Restricted ırn Receipt for chandise ature Confirmation™ ☐ Signature Confirmation Restricted Delivery

☐ Insured Mail Restricted Delivery

☐ Insured Mail

(over \$500)

**Domestic Return Receipt**